

# **AGREEMENT**

**By and Between**

**the**

**CITY OF WENATCHEE, WASHINGTON**

**and**

**WENATCHEE POLICE GUILD**

**January 1, 2011 – December 31, 2013**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1. Preamble .....	4
ARTICLE 2. Recognition.....	4
ARTICLE 3. Non-Discrimination.....	4
ARTICLE 4. Management Clause.....	4
ARTICLE 5. Hours of Work, Overtime and Definitions .....	5
ARTICLE 6. Holidays.....	11
ARTICLE 7. Leaves .....	12
7.2 Vacations.....	12
7.3 Sick Leave.....	14
7.4 Military Leave .....	16
7.5 Jury Duty .....	17
7.6 Shared Leave .....	17
7.7 General .....	17
7.8 Bereavement Leave .....	17
7.9 Pregnancy and Child Birth Leave .....	17
7.10 Kelly Time.....	17
ARTICLE 8. Longevity .....	18
ARTICLE 9. Insurance .....	18
ARTICLE 10. Uniforms.....	19
ARTICLE 11. Grievances.....	21
ARTICLE 12. Duration, Salaries and Salary Negotiations .....	22
ARTICLE 13. Shift Differential.....	24
ARTICLE 14. Industrial Insurance Coverage/Light Duty.....	24
ARTICLE 15. Tuition Reimbursement/Education Incentive.....	29
ARTICLE 16. Performance of Duty .....	30
ARTICLE 17. Use of City Facilities.....	30
ARTICLE 18. Seniority, Layoff and Recall.....	30
ARTICLE 19. Reserves.....	31
19.2 Volunteers in Police Service (VIP) .....	31

ARTICLE 20. Guild Security .....	32
ARTICLE 21. Saving Clause.....	32
ARTICLE 22. Complete Agreement .....	33
APPENDIX A – Wages	
January 1, 2011 .....	34
APPENDIX B – Grievance Form .....	35
APPENDIX C – Officer’s Bill of Rights.....	36

## **ARTICLE 1. PREAMBLE**

This Agreement, made and entered into by and between the City of Wenatchee, a municipal corporation hereinafter known as the City, and the Wenatchee Police Guild, hereinafter known as the Guild, is for the purpose of promoting harmonious relations between the City and the Guild, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2. RECOGNITION**

2.1 The City agrees to recognize the Guild as the sole bargaining agent for the purposes of establishing salaries, wages, hours and working conditions of all Commissioned Officers of the Wenatchee Police Department, excluding the Chief of Police, Deputy Chief, Captains and Lieutenants. A Commissioned Officer is defined as a full-time paid officer who is eligible for membership in, and covered by, the Washington State Law Enforcement Officers and Fire Fighters Retirement System.

2.2 The City agrees not to discriminate against any officer, nor shall any officer be in any way prejudiced for his/her participation in any activity on behalf of the Guild.

## **ARTICLE 3. NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all officers without discrimination in accordance with RCW 49.60.

## **ARTICLE 4. MANAGEMENT CLAUSE**

Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and conduct of its officers, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right to (among other actions) temporarily lay off officers; discipline or discharge officers for just cause; to assign work and determine duties of officers; to schedule hours of work, consistent with this agreement and collective bargaining obligations; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

## **ARTICLE 5. HOURS OF WORK, OVERTIME AND DEFINITIONS**

5.1 The work week shall be composed of one of the following schedules:

(a) Patrol Officer schedule:

Two (2) consecutive twelve (12) hour shifts, followed by two (2) consecutive days off, followed by three (3) consecutive twelve (12) hours shifts, followed by two (2) consecutive days off, followed by two (2) consecutive twelve (12) hour shifts, followed by three (3) consecutive days off. This schedule follows a two (2) week cycle repeated two (2) times equaling a twenty eight (28) day cycle totaling 168 hours.

(b) Detectives Division, Special Services Division, and Drug Task Force Officer(s) schedule:

Five (5) consecutive eight (8) hour shifts followed by two (2) days off or four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off, or four (4) consecutive ten (10) hour shifts followed by two (2) consecutive days off, followed by four (4) consecutive ten (10) hour shifts followed by four (4) consecutive days off or alternative schedule as defined in 5.1(e) below.

(c) Shifts shall include roll call, mealtime and breaks. As used in this Agreement, the word "day" shall mean a calendar day. For officers not in the Patrol Division, the work week shall be from 0001 Monday through 2400 Sunday.

(d) In order to allow the experimental implementation of alternative work schedules, the parties hereby agree that the following may be utilized: In addition to the previously-agreed-upon five (5) day work week, it shall be understood that the basic work week is any seven (7) day period consisting of a combination of consecutive on-duty days and consecutive off-duty days during which forty (40) hours of duty time shall be accumulated. A split on/off duty schedule can be instituted. The recognized effect of this provision allowing alternative work schedules is that all officers may not be working the standard five (5) day week. An alternative work schedule may be implemented with (1) the mutual agreement of the City and the Guild, and (2) a minimum of one week's advance notice to the officers. The Guild shall vote on the City's proposed schedule change within twenty-one (21) days of receipt of the proposal in writing, unless this period is extended by mutual agreement. An alternative work schedule for an individual

officer may be implemented with (1) the mutual voluntary agreement of the City and the affected officer, and (2) a minimum of one week's notice to the Guild prior to final agreement between the City and the officer. In the case of unforeseen circumstances, mutual agreement and one week's advance notice may be waived to the extent required by the unforeseen circumstances. Alternative work schedules agreed to between officers and the City shall not create a binding past practice between the parties.

5.2 The following definitions shall apply to this Agreement wherever appropriate:

- (a) Base Pay: The basic rate of pay for all personnel of an equal rank. Said rate of base pay shall increase annually by the addition of any cost-of-living increase or other adjustments to salary.
- (b) Regular Hourly Rate: The total of base pay, longevity pay, shift differential and premiums received by the officer.
- (c) Date of Employment: For the purpose of computing advancements between the various grades of the rank of Police Officer, and for computing other compensation eligibility, each officer shall be eligible for an increase in grade or rank on their anniversary date, after completing the required length of service.
- (d) Ranks: For the purposes of this contract, the City establishes the following ranks: Sergeant, Corporal, Police Officer First Class, Police Officer Second Class, Police Officer Third Class and Police Officer Recruit. For the purposes of this agreement all ranks will be referred to as "officer".
- (e) Overtime Rate: Overtime is to be paid at the rate of one and one-half (1-½) times the regular hourly rate of pay, hereinafter referred to as time and a half.

5.3. Officers who are required to work longer than their regularly scheduled shift shall receive monetary compensation at the rate of time and a half for each hour of overtime worked. All overtime shall be paid in quarter hour increments and shall

be rounded to the next quarter hour (e.g., 1-15 minutes = 15 minutes; 16-30 minutes = 30 minutes; 31-45 minutes = 45 minutes; 46-60 minutes = 60 minutes overtime). Officers ordered to report to duty prior to or after their regular shift shall receive monetary compensation at the rate of time and a half for each hour worked. They shall be guaranteed a minimum of two (2) hours overtime compensation for each callout on a work day. These provisions also apply to officers on paid leave.

- 5.4 Officers specifically required by the Chief to attend mandatory training sessions during their off-duty hours, day off, or vacation, shall receive compensation at the rate of time and one-half. "Mandatory" shall mean that the officer has been directed that he/she has no choice but to attend.
- (a) Mandatory training will be conducted during officer's regularly scheduled work hours unless authorized by the Chief.
  - (b) Mandatory training for Patrol is:
    - 1. For new officers: Washington State Basic Law Enforcement Academy; BAC Verifier Operator Course
    - 2. For all patrol officers; Firearms, DT, SFST, EVOC and other training will be conducted via in-service training during normal work hours unless authorized by the Chief.
  - (c) Mandatory training for Detectives is:  
In addition to the Patrol training - Child Abuse Investigation and Interviewing.
  - (d) Mandatory training for SWAT Officers is:  
In addition to the Patrol training – WSTOA SWAT Basic (Entry Team); Scout /Sniper Basic (Sniper Team).
  - (e) Mandatory training for K-9 Officers is:  
In addition to the Patrol Officer training – Basic Canine academy.
  - (f) Mandatory training for Instructors/Trainers/Supervisors will be on a case by case basis, as determined by the administration, in coordination with the program leads.
  - (g) Travel time to any mandatory training shall be compensated at the appropriate rate.

- 5.5 Overtime for court and scheduled days off.
- (a) Officers required to appear in Court during their off-duty hours, either as arresting officer or witness, shall receive a minimum of two (2) hours compensation at the overtime rate. Such compensation shall continue at the overtime rate until the officer is excused by the Court for that day.
  - (b) Officers who work the graveyard shift and are scheduled for Court that same day shall receive compensation at the overtime rate until the officer is excused by the Court for the day (subject to the two (2) hour minimum), commencing at the end of the shift.
  - (c) Officers called in for work or Court on a day when that officer is not scheduled to work will receive a minimum of four (4) hours pay at the overtime rate (including officers on paid leave).
  - (d) Patrol officers working the night shift, and are called to court, shall have a minimum of eight (8) hours off after being released by the court and their next duty start time. Hours to satisfy this requirement will be administrative leave and not charged against any other officer benefit.
  - (e) When an officer is scheduled to appear in court outside of their regularly scheduled shift, prior to 1700 on the last business day preceding the court date, the officer shall call the court and check to see if their court appearance has been cancelled. If the officer fails to call the court as required and does not learn that the court appearance has been cancelled, the officer shall not be entitled to any overtime and/or callback pay for the court appearance.
- 5.6 Compensation for overtime worked shall be made on the final check for the month in which the overtime pay is earned.
- 5.7 The City shall not be required to make reimbursement for unauthorized overtime.
- 5.8 Special Overtime Pay Premiums:
- (a) Detectives On-Call Premium: Officers assigned to on-call detective duties for more than two (2) consecutive months shall receive five (5) hours of overtime pay per month in addition to his/her overtime hours worked each month.



- (b) K-9 Duty Premium: Officers assigned to canine duties shall receive three (3) hours of overtime pay per month in addition to his/her overtime hours worked each month.
- (c) PTO Premium: Any Patrol Officer assigned Patrol Training Officer (PTO) duties shall receive an hour and a half (1.5) of overtime pay per shift when working with a student officer, but shall not earn more in any given month than 10% (ten percent) of base wage.
- (d) OIC Premium: Any Patrol Officer assigned Officer in Charge (OIC) duties for half the shift or more shall receive an hour and a half (1.5) of overtime pay per shift, but shall not earn more in out-of-class pay in any given month than is received by Corporals for their premium above Officer First Class rate of pay.

5.9 Outside Employment. A bargaining unit member shall not accept employment outside the course of his/her official duties unless he/she fully discloses in writing to the Chief (1) the name of the employer; (2) the nature of the business the employer engages in; (3) extent of services for which he/ she is to perform; and (4) approval is granted in writing by the Chief or Chief's designee. Criteria governing the approval of such "off-duty" employment may include professional and performance concerns, the public image of the Department and the City, actual or the appearance of potential conflicts of interest, and the existence of an indemnification and defense agreement between the employer and the City in the event the officer's uniform and commission powers are intended to be utilized. It is the intent of this provision to exempt officers from the prohibitions of any City ordinance to the contrary. Permission may not be unreasonably withheld.

5.10 City Contracted Off-Duty Employment. The City of Wenatchee and Wenatchee Police Department have developed a process to provide off-duty sworn police officers or qualified reserves to work public and private events within the city when police services are specifically necessary. The opportunity to work city contracted off-duty employment is at the officer's discretion and not mandatory. Mandatory call-outs/call-backs would be considered on-duty employment and be subject to Article 5. The Police Department functions as the point of

contact with contracting organizations and manages the scheduling of officers. The City Finance Department handles the fiscal responsibilities.

- (a) When the department receives a request by public or private organizations to hire off-duty officers to provide security, the request will be posted on the squad room bulletin board for at least seven (7) calendar days from date of posting. All city contracted off-duty employment opportunities will be approved based on compliance with 5.9.
- (b) After seven (7) calendar days from the date of posting, if positions remain available, regular and reserve officers may secure remaining unfilled positions on a first come first served basis.
- (c) Off-duty officers who accept city contracted off-duty employment will be compensated at their actual overtime rate by the City and maintain their complete benefit package. The City will be reimbursed by the requesting organization at the average overtime rate for police personnel.
- (d) Off-duty compensation will be for actual hours worked and paid in accordance with 5.3.
- (e) Off-duty compensation will not include accrual of compensatory time off in lieu of overtime pay.
- (f) All city contracted off-duty employment will require two officers when there is the potential for crowd control and/or inherently dangerous situations. Exceptions to this can be made by the Chief of Police.
- (g) The contracting of off-duty employment of officers for public and private events is not a required police function. The Department reserves the right to suspend or discontinue the process at any time in the event it is not working as intended, or becomes too much of a burden on Police Department resources. Such decisions will be made at the sole discretion of the Chief of Police.

5.11 Subject to supervisory approval based upon operating needs, officers may voluntarily trade no more than five (5) shifts within a twenty-eight (28) day work cycle. Trades greater than five (5) shifts require Chief's approval. The Employer will not incur any overtime liability as a result of the shift trade.

5.12 Officers may accumulate compensatory time off in lieu of overtime pay up to sixty (60) hours maximum, with the exception of City Contracted Off-Duty Employment per Article 5.10.

## **ARTICLE 6. HOLIDAYS**

6.1 The following shall be recognized as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Birthday (Third Monday of January)
- Presidents Birthday (Third Monday of February)
- Memorial Day (Last Monday of May)
- Fourth of July
- Labor Day (First Monday of September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day
- One floating holiday

6.2 All full-time officers shall be paid for eight (8) hours at their regular rate of pay for the eleven (11) above described holidays; provided that if the officer performs work on any holiday the officer shall be compensated at the rate of time and a half (1 ½) for hours worked on the designated holiday. Each officer shall have the option, subject to the approval of the Employer (which shall not be unreasonably denied), of electing compensatory time in lieu of monetary compensation for work done on the above specified holidays. The holiday premium defined herein shall be in addition to all other pay premiums. Holidays shall be scheduled in consideration of officers' preference and City's service needs.

6.3 Officers not assigned to Patrol Division or on Light Duty shall observe the holidays listed in Section 6.1 on the date specified. If the holiday falls on a regularly scheduled day off, the officer will take the holiday off at another time agreed upon by the officer and his/her supervisor. Upon agreement with the supervisor officers shall take the holiday within thirty (30) days. This time is not subject to cash out and must be used by December 31.

6.4 Officers who are called to work from off-duty status on a holiday shall receive make-up time off for all hours worked up to the eight (8) hour holiday on the callback in addition to regular holiday pay and overtime compensation for actual hours worked on the holiday.

6.5 Holidays through November 30<sup>th</sup> that are not used or scheduled to be used during the remainder of the year will be requested for cash out via written or faxed memo to the Chief or his designee no later than November 15<sup>th</sup> with payment to be received by December 5. Officers unable to schedule the December holiday during the remainder of the year shall be allowed to carry this holiday into the next year but no other holidays will be carried over into the following year.

6.6 Holiday leave is charged in increments of two (2) hours for time taken off.

## **ARTICLE 7. LEAVES**

7.1 Definitions: In construing the provisions of this portion of this Agreement, the following definitions shall apply:

- (a) Full-time officer means any person employed by the City of Wenatchee who devotes his/her full time to his/her job during working hours, on a year-round basis.
- (b) Annual leave means vacation time earned.
- (c) Working day means an eight (8), ten (10), or twelve (12) hour work day during which the officer is regularly employed. This definition shall be modified to include the work week description given above in subsections 5.1(b) and 5.3. It shall be understood that sick leave and vacation leave will be calculated on an hourly basis rather than a daily basis. All other provisions relating to the work week, sick leave, vacation leave and overtime compensation shall remain unchanged.

### **7.2 Vacations**

- (a) Annual leave is earned at the rate described below. Annual leave is not available to the officer until he/she has completed six (6) consecutive months of employment. Officers shall accrue annual leave based upon total years of full-time service, insofar as an officer has not had a break of service in excess of twelve (12) months between periods of full-time

service with the City. Annual leave shall be computed on a calendar-year basis. A re-employed officer shall be considered a new officer and must also have six (6) months of continuous employment before being entitled to take annual leave.

- (b) Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) continuous months.
- (c) All accumulated annual leave is allowed when an officer of more than six (6) months employment leaves the City of Wenatchee for any reason. In case of death, all accumulated annual leave is paid to the estate of the officer. All payments as terminal leave for the unused annual leave are based on the officer's salary at the time of separation or death.
- (d) Annual leave may be accumulated to a maximum of four hundred (400) hours accrual at December 31 of any given year and accumulation in excess shall be forfeited on January 1 of the following year. In the event an officer utilizes thirty six (36) consecutive hours of vacation accrual and upon written request to the Chief, an officer may convert vacation to pay, which shall be paid in the next pay period, in an amount of at least eight (8) hours and no more than forty (40) hours in any calendar year. Once vacation has been converted to cash, the officer will take the scheduled vacation time on or prior to the scheduled date. For purposes of determining thirty six (36) consecutive hours, regularly scheduled days off, holidays and sick leave will not be considered an interruption and will not count as part of the thirty six (36) hour vacation block.
- (e) All annual leave must be approved by management before it can be taken.
- (f) Officers shall be permitted annual leave pursuant to the following

schedule:	<u>Years of Service</u>	<u>Hours of Leave</u>
	0 - 5	120
	6 -10	160
	11 -15	180
	16 –20	200
	21 –25	220
	26 +	240

- (g) “Authorized Leave of Absence Without Pay” shall not interrupt prior or continuous service. However, the officer shall not be credited with annual leave days during any month if said officer is absent more than fifteen (15) calendar days on authorized leave without pay during such month.

### 7.3 Sick Leave

- (a) Sick Leave is granted at the rate of eight (8) hours for each completed month of service. On the successful completion of the probationary period, each LEOFF II officer will have one hundred ninety two (192) hours of sick leave added to his/her bank. Officers hired subsequent to January 1, 1993, shall have one hundred ninety two (192) non-compensable hours of sick leave subtracted from his/her sick leave bank prior to any cash-out of sick leave as may be provided under the terms of this contract.
- (b) An extended period of sickness (in excess of two (2) weeks) will remove the officer from the 12-hour shift schedule. The officer will revert to a standard eight (8) hour schedule until returning to a duty status.
- (c) All accumulated sick leave may, at the option of the employer, be restored when a previously separated officer is re-employed. Sick leave may be extended by the appointing power after all accumulated sick leave is liquidated when an officer is injured in the line of duty (except when covered by LEOFF Disability Allowance) or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
- (d) Sick Leave may be taken for any of the following reasons:
  - (1) Illness or injury which incapacitates the officer to the extent that he/she is unable to perform his/her work.
  - (2) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
  - (3) Doctor or dental appointments.
  - (4) Illness or death in the immediate family requiring the attendance of the officer (funeral included). Leave for such reason shall be

limited to forty (40) hours in any one instance except leave for the purpose of caring for a minor child of the officer shall not be limited to the extent provided by State law. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of close relationship of wife, husband, parent, grandparent, brother, sister, child, or grandchild of the officer or the officer's spouse, but not aunt, uncle, cousin, niece, or nephew, unless living in the officer's household, provided that the Chief may grant permission to encompass other persons within the definition of immediate family where appropriate to the circumstances. The Chief shall in each case approve by written memorandum any sick leave requested under this section before said sick leave shall be granted. See Article 7.8 Bereavement Leave.

- (e) Sickness shall be reported at the beginning of any period of illness to the immediate supervisor, and, within seventy-two (72) hours after returning to work, the officer shall, upon request, give a written statement indicating the reason for their absence and submit a formal request for approval of leave so taken, which request, when approved by the Chief shall be filed in the officer's "confidential" medical file.
- (f) Annual or sick leave is charged in increments of one quarter (.25) hour or more for time taken off, consistent with annual or sick leave. Only working days are charged and at the rate of one quarter (.25) hour of leave for each quarter (.25) hour of absence.
- (g) At the officer's option, annual leave may be used as sick leave, but sick leave may not be used as annual leave.
- (h) An officer receiving industrial insurance time loss payments can use either sick leave or annual leave during the period covered.
- (i) After three (3) consecutive days use of sick leave, a doctor's certification of illness shall, on written request of the Chief, be submitted by the officer when he/she is absent because of illness or injury. Unless the certificate

states the absence was necessary because of reasons set forth in subsections (d)(1), (d)(2), and (d)(3) above, said sick leave shall not be allowed. The City of Wenatchee reserves the right to seek an independent medical evaluation consistent with the positions of Section 14.2.2.

- (j) Cash payment for sick leave accrued will be made upon death of an officer in the line of duty (to be defined as while involved in duties of Police Officer) at one hundred percent (100%) of actual cash value; in the event of the death of an officer not in the line of duty, cash payment at fifty percent (50%) of actual cash value of accrued sick leave shall be made; or cash payment for sick leave accrued will be made upon retirement or voluntary separation in good standing at the rate of twenty-five percent (25%) of actual cash value provided that the officer has served for at least five (5) continuous years and that no payment amount will exceed two hundred forty (240) hours pay equivalent.

#### 7.4 Military Leave

- (a) An officer who is a member of the National Guard or Reserve of the United States Military Services, and who is ordered to active military duty for training purposes, shall be granted military leave of absence as defined by statute. Members may choose to use annual leave for any working days or shifts taken beyond the calendar days outlined by statute. During the time he/she is on such leave, the officer shall receive his/her regular pay plus the amount of his/her military pay.
- (b) Regardless of his/her status, any officer who voluntarily or upon demand, leaves a position other than temporary to enter upon active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his/her former position, or one of like seniority, status and pay, provided he/she applies for re-employment within ninety (90) days of his/her discharge or separation, and presents proof of honorable discharge or separation.



7.5 Jury Duty Any necessary leave may be allowed by the Chief to permit any officer to serve as a member of a jury. Officers are entitled to keep reimbursement for mileage expenses paid by the court and any other payments for jury service.

7.6 Shared Leave Bargaining unit members are eligible to participate in the city-wide Shared Leave Program

7.7 General

- (a) No leave without pay will be granted an officer without the written recommendation and approval of the Chief.
- (b) Any unauthorized leave of absence may constitute grounds for discipline or discharge.
- (c) The Mayor, upon recommendation of the Chief, or at their discretion, may in case of emergency or undue hardship grant additional leave.
- (d) Officers found to have abused any provisions of this Agreement by falsification or misrepresentation may thereupon be subject to discipline or discharge.

7.8 Bereavement Leave Officers shall be entitled to paid bereavement leave for up to five (5) days in each instance of the death of an immediate family member as defined in Section 7.3(d)(4).

7.9 Pregnancy and Child Birth Leave Light duty will be available, if medically necessary, for a period of six (6) months during an officer's pregnancy. Any time taken after the birth of the officer's child will be subject to the leave provisions set forth in this agreement. Under the Family Medical Leave Act (FMLA), an officer who otherwise qualifies will receive up to three (3) months of unpaid leave (or paid leave from accrued sick leave or vacation benefits) up to a maximum of twelve (12) weeks, within a twelve (12) month time frame. The twelve (12) months will begin to run from the day leave under the Family Medical Leave Act is taken.

7.10 Kelly Time Officers working a uniformed position on twelve (12) hour shifts shall accrue four (4) hours Kelly Time in each fourteen (14) day shift cycle. Kelly Time off will be scheduled by the supervisor, while considering the needs of the officer. No more than thirty-six

(36) hours of Kelly Time may be accumulated at any time. Hours in excess of thirty-six (36) will be deducted from the officer's record by the supervisor.

## **ARTICLE 8. LONGEVITY**

8.1 The City agrees to pay longevity pay for recognition of years of service. Such longevity pay shall be applied in the adoption of the salary ordinance and budget on the following basis:

<u>Years of Service</u>	<u>Amount of Longevity Per Month</u>
5	1%
10	2%
15	3%
20	5%
25 +	7%

8.2 Longevity shall be added to the base pay, regardless of the rank or position in the Wenatchee Police Department for Commissioned Officers recognized as members of the bargaining unit provided that the most recent evaluation resulted in at least an overall satisfactory rating based upon the evaluation policies and practices in effect. If the City amends its policies or practices concerning evaluations, the Guild may reopen this Article for purposes of negotiations concerning the impact of the changes of officer eligibility for longevity pay. In the event a less than satisfactory overall rating was received, the longevity premium shall cease until an overall satisfactory rating can be achieved. The City shall provide specific instructions as to actions necessary to improve the performance rating and shall re-evaluate any Officer with a less than overall satisfactory rating every three (3) months.

## **ARTICLE 9. INSURANCE**

9.1 Officers covered by this Agreement shall have the opportunity to participate in the City's Medical (AWC HealthFirst) / Dental (Washington Dental Service Premier) / Vision Insurance Program. The City shall pay the full cost of coverage for the officer only. Should a change in the carrier currently providing group insurance coverage or a change in the insurance package currently available become necessary during the life of this Agreement, the City agrees that it will evaluate alternative carriers and/or insurance packages and the City will consider such recommendations as may be made by the Guild in determining what group insurance coverage will be provided and will provide the bargaining unit as a whole with benefits that are substantially similar to those currently in effect.

9.2 Officers on Leave of Absence without Pay from the City may continue to carry the City's Insurance Plan by making full premium payments to the City as desired.

9.3 Officers covered by this Agreement may obtain coverage for their legal dependents under the City's Medical (AWC HealthFirst) / Dental (Washington Dental Service Premier) / Vision Insurance Program. The City shall pay ninety percent (90%) of the premium for this insurance program.

9.4 The City shall, during the term of this Agreement, without cost to the membership, indemnify and protect all officers from liabilities arising from the performance of their duties. Such indemnification shall include providing, at the City's option, legal defense for reasonable fees for legal defense of criminal claims, associated costs and any resulting damages which may be awarded, but, shall not include any willful act which violates local, state or federal statutes where such has resulted in the conviction of an officer for these actions in a court of law. The cost of any appeals of a conviction shall be the officer's sole responsibility.

9.5 The City agrees to provide each officer a Twenty-Five Thousand Dollars (\$25,000) Life Insurance policy. In addition the City will provide an Accidental Death & Dismemberment policy with a maximum benefit of Twenty-Five Thousand Dollars (\$25,000).

9.6 Uninsured and Underinsured Motorists Coverage. The City will, either through self-insurance or purchase policies, provide the benefit of uninsured and underinsured motorist coverage for all bargaining unit members up to the limits of \$300,000. If the City elects to purchase insurance to cover the benefit, this insurance will be the only coverage used for claims. No claim can be made against the City through the self-insurance provision. In the event that the purchased insurance is no longer in effect, claims will be made against the City self-insurance provision.

## **ARTICLE 10. UNIFORMS**

10.1 The City shall furnish uniforms and all necessary equipment to officers assigned to uniformed duty. The decision as to what equipment and uniforms are required in addition to those set forth herein shall be subject to the sole discretion of the Chief. Any changes in the items described in sections 10.1 through 10.3 shall be communicated to the union within thirty (30) days of any such change; the union must inform the City, within ten (10) days of its receipt

of such notice, of its interest in discussing or negotiating any proposed change. As of the execution date of this agreement, the uniform includes:

- (a) one (1) multipurpose coat, one (1) hat and rain cover, three (3) long-sleeved uniform shirts, three (3) short-sleeved uniform shirts, three (3) pairs of uniform trousers; badges, brass and insignia as needed. The City will have City Emblems sewn to shirts and will have necessary alterations made to shirts and trousers at time of issue. One set only of the above shall be provided to officers assigned to plain-clothes duty.
- (b) one (1) department approved jumpsuit. The jumpsuit will be considered a special issue and will be limited to a four (4)-year replacement cycle (if needed). The jumpsuit will only be issued to officers working patrol, SRO and traffic. The City shall pay 75% of the cost of the jumpsuit (not to exceed \$350) and the officer will be responsible for the remainder of the cost.
- (c) Uniforms and equipment shall be repaired or replaced by the City, as needed. Vests shall be replaced or reconditioned to meet the minimum performance standards as may be required for the vest. The City shall furnish all officers the following duty gear: duty belt, inner belt, holster, chemical dispersant holster, bullet pouch or magazine carrier, handcuff case(s), baton ring or case, radio carrier, duty weapon with minimum three (3) magazines or speed loaders, baton, two (2) sets of handcuffs, pepper mace, ballistic vest of sufficient quality and construction to stop or deflect duty ammunition, portable radio with shoulder microphone.

10.2 Officers assigned detective duties for more than two (2) consecutive months shall receive an initial clothing allowance of four hundred dollars (\$400.00) and a clothing allowance of forty-five dollars (\$45.00) until December 31, 2011; after that date fifty dollars (\$50.00) per month for each month of assignment to such duty. Said clothing allowance is not to be considered a part of the detective's salary:

- (a) Said allowance shall be disbursed no more often than on a quarterly basis.
- (b) Allowable items of clothing shall be limited to holsters, belts, suits, sport coats, dress slacks, shirts, neckties, top coats, and shoes.

10.3 All officers shall receive fifty dollars (\$50.00) until December 31, 2012; after that date fifty-five (\$55.00) per month as reimbursement for the costs of cleaning and footwear.

10.4 Officers assigned to the drug task force for more than two (2) consecutive months shall receive an initial clothing allowance of two hundred dollars (\$200.00).

## **ARTICLE 11. GRIEVANCES**

All grievances between the City and the Guild that arise concerning the term and conditions of this Agreement shall be submitted and acted upon as hereinafter provided. Chapter 16 and 26 of the Departmental Manual (concerning officer investigations and personnel files) shall be subject to this procedure.

11.1 Step 1: Initial attempts to settle the grievance shall be informal and verbal within the chain of command.

11.2 Step 2: If the informal attempts to settle the grievance in Step 1 are unsuccessful, the grievance may be submitted to the Chief in writing by using the attached Appendix B. Substantial compliance with the information requested on the form shall be sufficient to permit the grievance to proceed. The Grievance shall be submitted no later than twenty-one (21) days following the occurrence or knowledge of the occurrence giving rise to the grievance.

11.3 The Chief shall provide a written response to the grievance within fourteen (14) days.

11.4 Step 3. If the grieving party is not satisfied with the Chief's response, the party may elect to submit the grievance to the Mayor and two (2) city council members no later than seven (7) days from the Chief's response. The Guild will draw names at random to choose the two (2) council members. If for some reason one or both council member(s) is not available within the allotted time another name(s) will be chosen again at random. The Mayor and two (2) council-members shall attempt to meet with the Guild's Grievance Committee. In any event, the Mayor and two (2) council members shall provide a written response to the grievance within fourteen (14) days.

11.5 Step 4. If the Guild is not satisfied with the decision of the Mayor and two (2) council members, the grievance shall be submitted to arbitration by the Guild no later than thirty (30) calendar days from the Mayor's and two (2) council members' determination. The parties shall attempt to agree on a neutral arbitrator. If the parties cannot agree on an arbitrator, they will request a list of seven (7) arbitrators from the American Arbitration Association or other referral agencies mutually agreed upon. When selecting an arbitrator under the grievance procedures, the Guild shall strike the first name, the City shall strike the next two and thereafter, then starting with the Guild, the parties shall alternate striking names. Once a hearing has been held, the arbitrator shall render his/her decision within thirty (30) days of the close of the hearing or receipt of post-hearing briefs.

11.6 The arbitrator's award shall be final and binding on both parties, provided however, that no authority is granted to the arbitrator to alter, modify, add to or delete any terms of this Agreement.

11.7 Each party shall be responsible for payment of all fees and expenses related to the presentation of its arbitration case.

11.8 The deadlines herein described are mandatory, unless mutually agreed in writing to be waived. Failure of a grievant to submit his/her grievance within the times provided shall result in the grievance being dismissed.

11.9 When an officer appeals discipline or discharge to the Civil Service Commission, such appeal shall be made in writing and shall, if the officer pursues a grievance to Step 2 or civil services appeal to a hearing, constitute an election of remedies.

## **ARTICLE 12. DURATION, SALARIES AND SALARY NEGOTIATIONS**

12.1 This Agreement shall be effective January 1, 2011 through December 31, 2013.

12.2 Should the City add new regular classified positions to the Police Department, which would be filled by Commissioned Officers, below the level of Lieutenant, during the life of this Agreement, it will meet and discuss an appropriate salary with representatives of the Guild.

12.3 It is not the intent of the City to provide time during working hours for Guild officers to conduct Guild business. However, certain Guild activities, by their nature, must be done during working hours. Guild members shall not receive compensation when such activities or meetings exceed regular working hours. The four members of the Guild Negotiating Committee, if on a duty status, shall be allowed time off at the discretion of the Chief to participate in negotiating sessions at no loss of pay, and without being required to make up such time. Members appointed to City committees by the Mayor shall be allowed time off for committee meetings at the discretion of the Chief. Official representatives of the Guild shall be allowed reasonable on-duty time to conduct Guild business such as representing members in grievances, provided that if the City has cause to believe this privilege is being abused, it may impose reasonable limitations on use of on-duty time for these purposes.

12.4 The City shall pay to the officers in the bargaining unit a .5% (one half percent) increase effective 1/1/11; 100% CPI-U, June-June, (Seattle/Tacoma/Bremerton) .5% (one half percent) minimum/4.5% (four and a half percent) maximum plus .5% (one half percent) effective 1/1/12; and 100% CPI-U June-June, (Seattle/Tacoma/Bremerton) 1% (one percent) minimum/5% (five percent) maximum plus .5% (one half percent) effective 1/1/13; as set forth on Appendix "A", attached hereto.

12.5 The Corporal rate shall be increased so that the differential above First Class Police Officer is equal to seven and one-half percent (7.5%). For the purpose of pay scale, Police Officer Recruits shall be advanced to Police Officer Third Class as of the end of a six (6) month period, Police Officer Third Class shall be advanced to Police Officer Second Class at the end of one (1) year of total service. Police Officer Second Class shall be advanced to Police Officer First Class at the end of two and one-half (2½) years of total service with the Wenatchee Police Department and upon compliance with the provisions set forth by the Rules and Regulations of the Wenatchee Civil Service Commission.

12.6 The City shall establish and maintain a Deferred Compensation Program in which the officers may participate. The City shall match officer contributions on a dollar-to-dollar basis up to a maximum of two percent (2%) of the contributing officer's base wages.

12.7 The City shall pay officers competent in the listed foreign language(s) one and a half percent (1.5%) of base rate of pay. Competency shall be determined by the successful completion of a mutually agreeable examination.

Language(s): Spanish  
Russian

### **ARTICLE 13. SHIFT DIFFERENTIAL**

Uniform Personnel assigned to work rotating or straight night shifts shall receive a monthly premium of Forty Dollars (\$40.00), changing to sixty dollars (\$60.00) effective January 1, 2012.

### **ARTICLE 14. INDUSTRIAL INSURANCE COVERAGE/LIGHT DUTY**

14.1 For the purposes of this Article, officers covered by this Agreement shall be classified as follows:

14.1.1 LEOFF Plan I. Pertains to all officers who were members of the Washington State Law Enforcement Officers and Firefighters Retirement (LEOFF) System on or before September 30, 1977, and who have maintained that membership in accordance with the Washington State Retirement Laws.

14.1.2 LEOFF Plan II. Pertains to all officers who became members of the Washington State Law Enforcement Officers and Firefighters Retirement (LEOFF) System on or after October 1, 1977, and who have maintained that membership in accordance with the Washington State Retirement Laws.

14.1.3 For LEOFF Plan II members, the following shall apply:

- (a) All injuries that occur during the performance of Police activities must be reported to the officer's designated supervisor as soon as possible after the injury occurs.



- (b) The City will comply with RCW 41.04.500 through RCW 41.04.595 in supplementing the time-loss payments received by the officer from the Department of Labor and Industries (L&I). The maximum amount that the officer may receive in the supplement is an amount which, when added to the disability payment, will result in the officer receiving the same after-tax income he/she would have received had they not been disabled. ("After-tax" means the resulting amount after Federal Income tax, Social Security tax and Medicare are withheld.) Payments made pursuant to this statute are excluded from gross income and not reported to the IRS pursuant to IRC 104.
- (c) In accordance with RCW 41.04.510, one-half of the amount of the supplement (as defined by RCW 41.04.505) shall be charged against the accrued paid leave of the officer and one-half of the amount of the supplement shall be paid by the City. If the officer has no accrued paid leave, the officer shall only receive the City's portion of the supplement.
- (d) Payment of the disability supplement is contingent upon the officer's submission to the City Finance Department of the L&I time-loss payment, when received. RCW 51.32.090(6) prohibits the officer from receiving both L&I time-loss and paid leave (in excess of amounts set forth in Paragraph 4 below) for the period of disability. No adjustment to the officer's leave banks will occur until the L&I time-loss payments are submitted. The time-loss supplement will be calculated using the following computation:
1. Establish the monthly base salary of the officer. Base salary for the purpose of this calculation is defined as the position salary stated in Appendix A plus applicable longevity and/or premium pay.
  2. Calculate and subtract the amount of federal withholding, social security and Medicare tax from the officer's monthly base salary. The resulting amount represents the maximum amount of money that the officer will receive while on disability.

3. Reduce the amount calculated in steps 1 and 2 by the expected L&I time-loss payment. Because of the time lag in receiving the time loss payment, the City will not offset the expected time loss initially when calculating payroll but will implement the offset when the officer turns over the time loss payment.
  4. The remainder of #3 above is the maximum supplement that the officer is entitled to pursuant to RCW 41.04.500 through 41.04.595. Half of this amount will be paid by the City and the other half will be paid by the officer through the use of accrued paid leave in the following order (unless otherwise specified by the officer) sick, comp time earned, vacation, then holiday. The amount of hours deducted from the officer's bank will be computed by dividing the officer's half of the supplement by their hourly wage (monthly base pay as defined in #1 above multiplied by 12 divided by 2080). If the officer has not accrued paid leave or has exhausted such leave, the supplement will only be for the half paid by the City.
  5. Subtract all officer deductions (medical insurance, union dues, disability insurance, etc) from the payment. No contributions to Deferred Compensation accounts will be made during this period because disability payments are not "compensation" and are not eligible for deferral.
  6. If overtime is earned during the period of disability, it will be calculated separately and may be added to the disability payment.
- (e) The disability leave supplement provided by RCW 41.04.500 through 41.04.530 shall continue as long as the officer is receiving benefits under RCW 51.32.090, up to a maximum of six (6) months from the date of the injury or illness. If an officer is still receiving benefits provided under RCW 51.32.090 after the expiration of the disability leave supplement provided by RCW 41.04.500, the officer will continue to use their accrued

benefits as a replacement to the portion of the supplement no longer being supplied by the City.

(f) If the officer returns to work after their disability period and needs to use sick leave during the first two (2) months, and they used all their sick leave during the disability period, they may use future leave accruals up to a maximum of three (3) days or three (3) work shifts as provided in RCW 41.04.530. If the officer terminates employment prior to restoring the negative leave balance the City shall deduct the actual cost of any negative leave balance from the officer's final compensation to recover such payments.

(g) Sick/Annual leave may be used for such absence in the event that the officer applies for and is denied time loss compensation from L&I.

(h) Nothing herein pertains to permanent disability awards.

14.2.1 The parties recognize the need to set forth more specific guidance regarding circumstances where officers are physically or mentally unable to perform the functions of the job. The state and federal disability discrimination laws shall be followed and the employer shall make all reasonable accommodations, which might be required under those laws. The parties also recognize the employer reserves the right to terminate officers for just cause which includes the right to remove individuals who lack the mental or physical fitness to perform the requirements of the job. These guidelines set forth the procedures and responsibilities of the parties in the event a question arises concerning an individual's fitness. These provisions shall be subject to the grievance procedure.

14.2.2 The employer reserves the right to terminate employment where an officer is not fit for duty and there is not a reasonable prognosis that the officer will be able to return to duty in a reasonable amount of time. Where the employer has a reasonable basis to believe an individual is physically or mentally unfit, it may order the officer to be examined by a medical provider of the employer's choice.

The parties recognize the need for such an examination may arise at different times during an officer's recovery. Such examinations and the reports of such examinations shall be done in conformance with the medical confidentiality provisions of the Americans with Disabilities Act (ADA) and such reports shall include whether or not the officer is fit, in the event the officer is not fit what the prospect for return is, or whether accommodations are available which would allow an officer to perform the job and what those accommodations are. The employer has the right to order medical examinations.

- 14.2.3 If the employer decides to commence termination proceedings because it believes there is not a reasonable prognosis for the officer to return to duty in a reasonable period of time, it shall advise the officer of its intention. The officer shall be accorded a pre-termination hearing. The officer shall have a right to obtain an independent medical opinion prior to such a hearing. The officer shall have a right to present such an opinion at the pre-termination hearing. In the event the officer challenges the conclusion of the employer's medical provider either at the pre-termination hearing or in the grievance procedure, the officer shall waive the confidentiality restrictions the employer is subject to so the employer will have complete access to the relevant medical reports. Nothing in this procedure precludes any party from obtaining additional medical reports as may be reasonably necessary either prior to any termination decision or during the grievance procedure. Such reports shall be subject to disclosure.
- 14.2.4 The employer shall provide information about other job opportunities with the City. In the event an officer becomes fit for duty within one (1) year of termination, the officer retains a right to reinstatement from a medical reinstatement register pursuant to applicable Civil Service Rules.
- 14.2.5 The provisions of the following provisions have been entered into as a pilot program. If the officers are unfit for full duty but there is a reasonable prospect for return to full duty, they shall be eligible for light duty. The determination of whether an officer has a reasonable prospect for return to service is subject to the City's right to seek independent medical evaluations as discussed in 14.2.2. Each officer must notify the City at least two (2) weeks prior to their anticipated return to work and must provide the required medical certification from their

physician. The employer's right to undertake an examination shall not be unreasonably delayed once the medical certification is provided. The employer reserves the right to put the officer on administrative leave if it concludes the examination should precede such light duty and cannot be completed in the two (2) week time frame from the officer's anticipated return to work.

14.2.6 All light duty assignments must take into consideration the benefit provided to the City and the potential impact on other bargaining units and their members.

Officers do not have a right to permanent light duty and such light duty shall be limited to six (6) months per injury. Light duty assignments may include work outside the Police Department and job assignments are subject to continued satisfactory performance of services assigned. If an officer has exhausted light duty and all paid leave, the officer will be subject to the medical termination provisions set forth above as well as the reinstatement provisions described in 14.2.4. If an officer is ineligible for light duty, and all paid leave is exhausted, but there is a reasonable prognosis for return to full duty in a reasonable period of time, the officer shall be placed on unpaid administrative leave for the time appropriate to permit the officer to return to full duty.

14.2.7 Light duty will be available, if medically necessary, for a period of six (6) months during an officer's pregnancy (see Article 7.9 Pregnancy and Child Birth Leave).

14.2.8 Patrol officers unable to come to work due to an on-duty injury (reported in accordance with 14.1.3 (a) of this agreement) may use sick leave to cover a holiday listed in 6.1 when they would have otherwise retained the holiday had they not been injured.

## **ARTICLE 15. TUITION REIMBURSEMENT/EDUCATION INCENTIVE**

15.1 The City will reimburse officers for the tuition cost of accredited courses that directly apply to the officer's job. The City and/or officer may recommend a course in which the officer may enroll. Reimbursement will be subject to available funding and prior approval by the Chief. Payment shall occur within a reasonable time after the officer has provided a transcript, certificate or some other document showing that they have successfully completed the course.

15.2 The City shall pay the following incentives for Officers who obtain a degree or continue their education through an accredited college or university:

Associate's degree	1.75% (one and three quarters percent) of base rate of pay
Bachelor's degree	3.50% (three and a half percent) of base rate of pay

Officers with only credit hours will remain at education incentives stipulated in the 2008-2010 contract with the understanding that in order to maintain the education premium and receive the increase they must provide proof of completion of degree by January 1, 2013. This incentive shall only be paid for the highest level of education attained.

## **ARTICLE 16. PERFORMANCE OF DUTY**

Officers shall not strike or refuse to perform their assigned duties to the best of their ability. The Guild agrees that it will not cause or condone any strike, slowdown, or other interference in the normal operation of the Department; notwithstanding any terms to the contrary contained in this agreement.

## **ARTICLE 17. USE OF CITY FACILITIES**

The City agrees to allow the Guild:

- (a) To post, at a convenient place in the Police Station, notices of Guild meetings, minutes of Guild meetings, and other written materials of interest to members of the Guild. The City reserves any and all constitutional and statutory prerogatives with respect to enforcing reasonable restrictions on Guild postings.
- (b) To use City facilities for regular and special meetings of the Guild, so long as said use does not interfere with the use of said facilities by other lawful agencies and officers of the City.

## **ARTICLE 18. SENIORITY, LAYOFF AND RECALL**

18.1 Definition of Seniority. Seniority shall be defined as the length of uninterrupted service by the officer within the Wenatchee Police Department following his/her most recent hire

or rehire. Time spent in authorized leaves with pay and time lost because of duty-connected disability shall be included in length of service. Leaves without pay and time on layoff shall not apply to seniority. Ties in seniority among officers shall be broken by rank on the Civil Service Eligibility list from which the officers were hired.

18.2 Layoff and Recall. In the event of a layoff for any reason, officers shall be laid off in the inverse order of seniority. Officers shall be called back from layoff according to their seniority, provided that the right to recall shall terminate eighteen (18) months after the date of layoff. Officers shall be notified of recall by certified mail to their last known address. It shall be the officer's responsibility to notify the City of any change in the officer's mailing address. Any officer who, after having been notified by certified mail by the City of a call back to work and who fails to respond in person or by certified mail within ten (10) days waives any right to return to work under this Article. No new officers shall be hired in any classification until all officers on lay off status have had an opportunity to return to work with full seniority or more than eighteen (18) months has passed since the date of layoff. No officers shall be promoted until all officers have returned to the rank held prior to layoff.

## **ARTICLE 19. RESERVES**

19.1 The Guild and the City recognize the value of a viable Reserve Unit in providing service to the community. In the event no regular officers are available for emergency or temporary services qualified Reserve Officers may be utilized. For community related special events where resources do not allow compensation at the overtime rate, Reserve Officers may be used on a voluntary basis. Examples of such events include Apple Blossom Pageant and Grand Parade line up. As the department becomes aware of other community event security related needs, the Chief will meet with the Guild Board to consider those requests.

19.2 Volunteers in Police Service (VIPS). VIPS will provide public safety support services to the Police Department and community. Those services may include parking enforcement, residential checks, crime watch, traffic control and other functions (as defined in VIPS Policy and Procedures) intended to support the work of regular police personnel and the community. The level of service would not otherwise be provided by the department based on available resources.

## **ARTICLE 20. GUILD SECURITY**

All officers covered by this Agreement who are or become members of the Guild on or after the effective date of this Agreement shall maintain their membership in good standing with the Guild.

20.1 All officers covered by this Agreement hired on or after its executive date shall, within sixty (60) days following the beginning of such employment, become and remain members in good standing in the Guild.

20.2 Any officer failing to comply with subsections (1) or (2) of this Article shall as a condition of continued employment, pay each month a service charge equivalent to regular Guild dues to the Guild as a contribution towards the administration of this Agreement.

20.3 The right of non-association members of the Wenatchee Police Department based on bona fide religious tenets or teachings of a church or a religious body of which such public officer is a member shall be protected at all times, and such public officer shall pay such sum in such manner as is provided in RCW 41.56.122.

20.4 The Guild will notify the City in writing of the failure of any officer to comply with any of the applicable provisions of this section. The City agrees to advise the officer that his/her employment status is in jeopardy and that failure to meet the applicable requirements of this section will result in termination of his/her employment within ten (10) days. If compliance is not attained within the aforementioned ten (10) days, the City shall terminate the officer.

## **ARTICLE 21. SAVINGS CLAUSE**

It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of competent jurisdiction. In such event, either party may request re-negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, provided however, that such findings shall have no effect on the balance of this Agreement.



## **ARTICLE 22. COMPLETE AGREEMENT**

This Agreement is the entire Agreement of the parties, concluding all negotiations during the term of the Agreement. The Guild recognizes and declares the ultimate right and responsibility of the City of Wenatchee to manage its operations in the most efficient manner consistent with the best interest of all its citizens, its taxpayers, and its officers. All terms and conditions of employment constituting mandatory subjects of bargaining not specifically reserved to management by Article 4 of this Agreement shall be continued at not less than the level in effect as of the effective date of this agreement.

Dated this \_\_\_\_\_ day of September, 2010.

### **WENATCHEE POLICE GUILD**

By \_\_\_\_\_  
Rick Johnson, President

### **CITY OF WENATCHEE, a Municipal Corporation**

By \_\_\_\_\_  
Dennis Johnson, Mayor

**Appendix “A”  
Wenatchee Police Guild Wages  
Effective January 1, 2011  
(.5% increase)**

	<u>Monthly Rate</u>	<u>Percent of Base</u>
Sergeant	\$6,588.49	115
Corporal	\$6,158.80	107.5
Police Officer, First Class	\$5,729.12	100
<hr/>		
Police Officer, Second Class	\$5,156.21	90
Police Officer, Third Class	\$4,869.75	85
Police Officer, Recruit	\$4,411.42	77

## **APPENDIX B – GRIEVANCE**

### **OFFICIAL GRIEVANCE FORM FOR THE CITY OF WENATCHEE POLICE DEPARTMENT**

Name of Officer:

Position:

Date:

Statement of Grievance:

Which provision(s) of the contract do you feel were violated, though other provisions may apply?

Summarize the discussion(s) that have occurred to-date which satisfy Step One of the grievance process:

What action, if any, do you feel may be considered as a remedy to the problem?

Once completed, provide a copy of this grievance to the Police Chief, to Human Resources, and to the Guild representative for evaluation. The time frames specified in the contract will begin to run from the date both the Police Chief and Human Resources are in receipt of this form.

Signed:\_\_\_\_\_

## APPENDIX C – Officer's Bill of Rights

Re-opener effective with execution of agreement.